

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day _____ of 2019 (Two Thousand and Nineteen),

BETWEEN

BEAUTY GANRAJ CONSTRUCTION LLP, A limited liability Partnership Firm, having its office at 202, Odyssey IT Park, Near Old Passport Office, Wagle Estate, Thane (West), - 400604, hereinafter referred to as the **“PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include all its partners, Executors, administrators, Successors-in-interest, their permitted assigns, including those of the respective partners), OF THE ONE PART.

A N D

_____ having PAN **and** _____
having PAN _____ of Mumbai, Indian Inhabitant of Mumbai, having address at
_____ hereinafter referred to as the **“ALLOTTEE/S”**

(which expression shall unless include the female gender and the plural and unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their /its permitted assigns, and in the case of a Company / Society its successors and permitted assigns, and in all cases all persons claiming by under or through such allottee including his/her/their/its successors-in-interest)" of the OTHER PART.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A)** As and by way of Purchase dated 1st July 1969, Late Shri Bharatsingh Kubersingh Thakur has purchased a piece and parcel of land admeasuring about 1504 sq. yard, equivalent to 1257.5 Sq. Meters, Equivalent 13536 Sq. Feet's for fully paid valuable consideration from the original landlord Shri Ratansi Karsandas and 15 others vide Mutation Entry No. 152 of 1969 and become owner of the Land premise bearing Survey No. 138 (2), which has corresponding CTS No. 148 of village- Bhandup, Taluka- Kurla, Brihanmumbai. (annexing the copy of the Property Card has **"Annexure-I"** to this agreement)
- B)** The said Bharat Singh Kubersingh Thakur has constructed a multistory building premise which is inclusive of apartments, structures upon the aforesaid land premise and let out the same on rental/Pagadi basis to different occupiers who were then paying monthly compensation to the said Bharatsigh K. Thakur.
- C)** The aforesaid building structure was then encroached by illegal hutments and the slum dwellers, who were occupying the said illegal hutments with their respective families.
- D)** Since the said structure had become dilapidated one, the Assistant Municipal Commissioner "S" ward, MCGM., Bhandup has issued a notice of eviction to the structure holders as the entire building structure become non livable and in accordance with the same majority of the occupants have technically vacated their respective premises. The said structure was required to be redeveloped in

accordance with the standing circulars and MCGM and SRA Norms and strictly in accordance with Development Control Rules 2034.

- E)** The said Shri Bhartsingh Kubersingh Thakur (presently dead vide death certificate dated 5th April, 1997) (hereinafter referred to as “The Said Bharatsingh”), happens to be father of owners No. 1, 2 & 3 and father in law of owner no. 4 since widow of Late Shri Vedprakash Singh, and grandfather of owners no. 5, 6 & 7.
- F)** The said Bharatsingh K. Thakur died on 05-04-1997 his wife and his son Vedprakash predeceased him, his deceased son Vedprakash left behind his widow Mrs. Nirmala Vedprakash and three children i.e. NILIMA , NARENDRA & NEHA. Who are all now married the said Bharatsingh Kubersingh Thakur left behind his son Pravinsingh Thakur, another son Sharadsingh Thakur, a daughter Ms. Rita _____ and Widow and Children of the said deceased Son Vedprakash Thakur.
- G)** In the aforesaid circumstances, the said legal heirs (owners) became entitled to the said freehold property which had come to be vested in the said Bharatsingh K. Thakur by virtue of Hindu Succession Act and such other provision of law and such other acts for the time being in force.
- H)** The Owners and The Promoters as mentioned herein, have decided to redevelop demolish the structure inclusive of apartments standing therein which is standing on the aforesaid piece and parcel of land which is mentioned herein below in the schedule and which comprised a part and parcel of CTS no. 148 of Village Bhandup admeasuring about 1273.90 sq. meters under the D.C. Rules, and/or Slum Rehabilitation Norms, or such other scheme as per the convenience and requirement of the Promoter/Developer.
- I)** The Said Land was earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and the said project shall be known as ‘ _____ ’ (“Project”)
- J)** The Owners on the one part and the Promoters on the other part have executed Registered development agreement dated _____ vide BADAR No. _____ by which entire and exclusive

development rights together with such other ancillary and subsidiary rights and authority was assigned in favour of the promoter/Developer inclusive of the rights to settle the matters, legal claims with the occupants of the different hutments dwellers in accordance with the Law and/or getting a Slum Redevelopment Scheme or such other Scheme sanctioned in respect thereof and redevelop the said property or under such other scheme, inclusive of but not limited to under 33(10), 33(11), 33(18), 33/14(D), or any such other section of Development Control Regulation Act and/or circular no. 144 (a) of Slum Rehabilitation Acts, or any other Rules and Circulars which are time to time issued which the Promoter/Developer deem fit and proper and for the same Owner are giving full power and authority to act upon and additionally upon such other terms and consideration which is agreed by and between the Owners and Promoters.

K) The Owners herein has also executed a Registered Power of Attorney vide Badar No. _____ dated _____ and thereby has assigned their legal powers in favour of promoter for conveniently carrying out the Redevelopment process of said Prashant Kunj building and land underneath and adjutant thereto owned by the Owners.

L) By virtue of the aforesaid Development Agreement dated _____ the Promoters herein has obtained absolute and exclusive rights to take over the said property for development, and redevelop the same as a Slum Redevelopment Scheme and in force of Slum Rehabilitation Authority and rehouse/rehabilitate the legal and eligible occupants in the said Chawl/building/slum by getting an appropriate Redevelopment Scheme sanctioned in respect of the said property and obtain all necessary consents if required, and sanctions and approvals from the Slum Redevelopment Authority, Municipal Corporation, MHADA and other authorities concerned, and work out and execute the Slum Redevelopment Scheme / or such other scheme as per the standing circulars of Slum Rehabilitation authority or MCGM in respect of the said property and redevelop the said property inclusive of the structures standing thereon and rehabilitate all the eligible consenting occupants therein and get all appropriate approvals for execution of the said Project, and accordingly execute

the said Project and construct the Rehabilitation Components and Sale Component on the said plot of land or such other by utilization of FSI, TDR or taking viability benefits under such schemes, norms which are prevailing under D.C. Rules & Regulations and complete the Project in all respect entirely on their own costs and expenses within a maximum period of 48 months from the date thereof, time being of essence for the consideration subject to the such natural calamities or such other events which creates hurdles in the development process and on and subject to the terms and conditions hereinafter set forth.

- M)** Pursuant to the said Agreement dated _____, the Owners handed over the possession of the said Plot/building structure to the said Promoter.
- N)** By virtue of the powers and authorities granted unto the said Promoter/Developer by the Owners, the said promoter obtained the sanction and approval of the layout plans for construction of composite buildings and other infrastructural requirements on the said Plot under Order bearing No. _____ dated _____ from the Municipal Corporation of Greater Mumbai. (**Annexure** ____ is the copy of the sanctioned Layout for the multistory building)
- O)** By an Order bearing No. _____ dated _____ the user of the said Plot of land was under non-agricultural use since years together. (**Annexure**-__ is the copy of the said N.A. Order passed by _____ dated vide No. _____)
- P)** The authenticated copies of Certificate of Title issued by the Advocates & Solicitors of the Promoters, authenticated copies of Property Cards, extracts of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the Project Land on which the apartments are constructed or are to be constructed have been annexed hereto and collectively marked as **Annexure** ‘_____’.
- Q)** The Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council or Architects and such

Agreement is as per the Agreement prescribed by the Council or Architects. The Promoter has also appointed a structural Engineer/s for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

R) The Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under Registration No. _____ dated _____, (authenticated copy of the same is attached herewith as **Annexure** '_____').

S) LOI

T) The Promoter proposed and under circumstance has processed to construct new building after demolition of existing structure on the said property in accordance with the building plans already prepared from licensed architect and accordingly got approved the Plans for redevelopment from the Municipal Corporation of Greater Mumbai/SRA under **I.O.D. bearing No.** _____ dated _____ and Commencement Certificates bearing No. _____ dated _____, the copies of I.O.D. and C.C. issued by M.C.G.M./SRA for the construction of multi-stored building on the said project are annexed as annexure_____ & _____ respectively.

U) As per the said approved plans by the concerned authorities, the Promoters have proposed to construct residential cum commercial building to be known as “_____” building at Jangal Mangal Road, Bhandup (w), Mumbai – 400 078 hereinafter referred to as the “ SAID BUILDING, on the said property.

V) The Promoters pursuant to sanctions granted by the concerned authorities as aforesaid, are in process of constructing a multistoried building to be known as “_____” on the said property as described in the First Schedule hereunder written; The Promoters are well sufficiently entitled to the right to premises to be constructed in the said building to be known as “_____” and enter into Sale Agreement with various and diverse Allottees on such terms price as they think just and proper and to receive sale price in

respect thereof which they promoters have obtained by virtue of the Development Agreement Executed with the Owners therein as mentioned herein above and such other deeds, documents, Declarations, Affidavits and or sanctions from different offices/parties/persons concern. The Promoter are therefore offering for sale premises in the proposed new building being constructed by them as aforesaid.

- W)** The Allottee herein approached and applied to the Promoters and has expressed a desire to acquire, purchase a commercial / residential premise bearing apartment/Shop no. _____, “____Building”____ Floor, Jangal Mangal Road, Bhandup (w), Mumbai – 400 078 in the said building presently under construction on the said property.
- X)** The Promoters herein have prior to commenting or agreeing upon any allotment of Shop/Residential premises in favour of the Allottee, explained their scheme of development, and On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters' Architects, M/s. _____ Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made there under and the Allottee/s has/have also verified the same with the website which has been put up by the Real Estate Authority under the said Act.
- Y)** The Promoters further clarified to the Allottee/s that the said sanctioned building plans although approved by M.C.G.M./SRA are liable to be amended or revised and/or changed by M.C.G.M. and other concerned public bodies and authorities. The Promoters reserves to amend revise and/or change the plans as may be required and this right of the Promoters are acknowledge and accepted by the Allottee. The Promoter has represented to the Allottee/s that this is a private redevelopment project and there may be changes in the plans and the Allottee/s under this agreement is providing his/her consent of not raising any objection if there is any change in plans if in case any unavoidable requirement arose herein future at any time.

Z) The Promoters have informed the Allottee that in the event of their availing any benefit of the policy of the Corporation and the Government to construct more or utilize TDR or FSI and Incentive FSI and /or any other FSI in any other form, then they will be entitled to utilize the same and the building will be constructed by utilizing the potential of the property to its fullest extent without any obstruction, resistance or impediment on the part of the said Society in any manner whatsoever.

AA) The Allottee/s expressly confirm that he has agreed to enter into this contract based upon verification of the permission, plans and sanctions as stated herein below and not based upon any information contained in the notice, advertisement, third party information or prospectus, or on the basis of any model apartment, plot or building as the case may be and accordance thereof the Allottee/s has after going through the contents of the agreement, title documents and satisfying entire queries has executed _____ application form.

BB) The authenticated copies of the plans and specifications of the said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure ‘_____’**.

CC) The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

DD) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

EE) The Promoters have accordingly commenced construction of the said building/s in accordance with the said approved plans.

FF) The RERA carpet area of the said Apartment is _____ square meters and “RERA carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

GG) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

HH) The Allottee/s is/are offered an Apartment being Flat No. _____ on the _____ Floor in the ‘____’ Wing/Building No. _____ known as _____ Building being constructed in the said project _____ admeasuring _____ sq. ft. (RERA Carpet area) equivalent to _____ sq.mts. on the _____ floor (hereinafter referred to as “**the said Apartment**” in accordance with Floor plan annexed with this agreement) being constructed in the said project, by the Promoters.

II) As aforesaid on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters' Architects, M/s. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made thereunder and the Allottee/s has/have also verified the same with the website which has been put up by the Real Estate Authority under the said Act.

JJ) The Allottee/s expressly confirm that he/she/they, has/have agreed to enter into this contract based upon verification of the permission, plans and sanctions as stated herein below and not based upon any information contained in the notice, advertisement or prospectus, or any third party/agents information etc. or on the basis of any model apartment, plot or building as the case may be.

KK) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

LL) After going through the title documents and after finalization of the terms of agreement and by fully satisfying himself/herself/itself about the authenticity, terms etc in corresponds to requirement thereof, on _____ i.e. prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of **Rs.** _____ **(Rupees** _____

Only) being earnest money of the sale consideration of the said Flat/commercial premise agreed to be sold by the Promoters to the Allottee/s. The Promoter hereby admit and acknowledge the receipt of part consideration from Allottee/s towards the sale of said Flat/Commercial Unit. (Separate receipt whereof is annexed herewith as Annexure_____.)

MM) Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. So also the Allottee/s has entirely gone through the contents of the present Agreement for Sale and very well understood and affirm the contents hereof and agreed to execute the same.

NN) In accordance with the averments, terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Apartment.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCE ETC IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. All the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read and construed accordingly.

2. The Promoters shall construct the said Building No. _____ in the said project known as “_____” consisting stilt + _____ upper floors (hereinafter referred to as **‘the said Building’**) on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority/SRA/MCGM from time to time and which have been seen and approved by the Allottee/s.

2(i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree/s to sell to the Allottee/s Apartment No. _____ admeasuring _____sq. ft. (RERA Carpet area) equivalent to _____sq.mts. on _____floor in the ‘_____’ Wing of the building/Building No.____ known as Building “_____” (hereinafter referred to as **“the said Apartment”**) as shown in the Floor plan thereof hereto annexed and marked **Annexure ‘_____’** for the consideration of **Rs. _____/- (Rupees _____ Only)** to be paid by the Allottee to promoters being the proportionate price of the unit, and common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Fourth Schedule annexed herewith.

(ii) The said Consideration is derived on the basis that the Promoters shall be entitled to utilize the entire Floor Space Index (FSI), including unconsumed and residual FSI, if any, in respect of the entire said Project Land and the said Entire Plot, and the entire FSI increased, additional, future and extra FSI (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights (TDR) and/or floating FSI) before conveyance/lease or transfer document (as may be practicable or permissible by law), of the said Project Land in favour of the federation of societies or apex society as stated hereinafter.

(iii) The total aggregate consideration amount for the said apartment is thus **Rs. _____/- (Rupees _____ Only).** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax (GST), and Cess or any other similar taxes pro rata share in the common areas and parking etc. which may be levied at present or in the future, in connection with the construction of and carrying

out the Project payable by the Promoters) up to the date of handing over the possession of the said Apartment.

(iv) The Allottee/s shall make the payment of the consideration amount in accordance with the plan set out in Schedule _____ which is exclusively termed as payment plan as set out herein after as mandate and failure thereof shall deem to invite the legal consequence inclusive of payment of additional charges, interest, compensation inclusive of but not limited to Automatic cancellation of the present agreement and seek for damages for the same inclusive of forfeiture of the proportionate part or full consideration amount which will be paid till date.

(v) The Allottee/s has/have paid to the Promoters on or before execution of this agreement consideration amount of **Rs. _____/- (Rupees _____ Only).** (subject to Deduction of Tax at Source [TDS] of 1% as per Section 194-IA of the Income Tax Act, 1961) being the part consideration/earnest money towards the sale of said Flat/apartment. The Promoter confirms that they have received aforesaid consideration towards the sale of said Flat in accordance with Exhibit “_____” .

3. The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/SRA/MCGM, Local Bodies or authorities/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

4. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money

paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed hereinabove.

5. The Promoters have informed and the Allottee/s is/are aware that the Promoters are absolutely entitled to utilize the entire FSI, including unconsumed and residual FSI, if any, in respect of the entire said Project Land and the said Entire Plot, and the entire FSI increased, additional, future and extra FSI (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights (TDR) and/or floating FSI) as stated herein before or otherwise, until completion of the entire project, including the Additional Buildings if any and conveyance/lease or transfer document (as may be practicable or permissible by law), of the said Project Land has been executed in favour of the societie/s as the case may be. For the said purpose the Promoters are entitled to develop and continue to develop the remaining or additional layout of the Project Land if any or adjutant Land or otherwise in accordance with the Legal Norms by amalgamation or segregation as the case may be, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional legal structures thereon.

6. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

7. Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s and the common areas to the association of the allottees in accordance with RERA Norms after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the other dues payable by him/her/them and meeting the other obligations under the Agreement

subject to the simultaneous completion of construction by the Promoters. In case of defaults of any kind at the instance of the allottees/s including of making payments etc shall freeze their respective rights to approach any authority for seeking reliefs or agitating their respective grievances.

8. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Project Land is _____square meters only and Promoters have planned to utilize Floor Space Index of _____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____as proposed to be utilized by him on the Project Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

9. Without prejudice to the right of Promoters to charge interest as mentioned hereinabove, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall at their own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount, levy, charges, compensation etc. which may be payable to Promoters) within a period of sixty days of the termination,/by selling the respective premise/apartment

whichever is convenient to the promoter, the balance of installments of sale consideration of the said Apartment which may till then have been paid by the Allottee/s to the Promoters.

10. In the event of the Promoters terminating this Agreement as aforesaid:

(i) The Allottee/s shall cease to have any right or interest in the said Apartment or any part thereof;

(ii) The Promoters shall be entitled to sell/transfer the said Apartment for such consideration and on the terms and conditions to any person or persons as the Promoters may, in its absolute discretion, deem fit without any recourse to Allottee/s and for the said purpose shall also be entitled to execute any Agreement/Deed or writing as required.

11. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoters in the said Building and the said Apartment as are set out in **Annexure** '_____', annexed hereto.

12. The Promoters shall give possession of the said Apartment to the Allottee/s on or before **Day** **Month** **Year**. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee/s on the aforesaid date or any such date as may be extended by mutual consent on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Apartment with interest at the same rate as may mentioned in the clause 14 hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of the Wing of the said Building in which the Apartment is to be situated is delayed on account of:

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government, Quasi Judicial Authority and/or other public or competent authority/Court;

- (iii) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months;
- (iv) any stay, injunction or other order of any court, tribunal or authority.
- (v) Any other unavoidable circumstance which are beyond control of the promoter.

13. Procedure for taking possession –

The Promoters, upon obtaining the occupancy certificate from the competent authority and the due payments made by the Allottee/s as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree/s to pay the proportionate maintenance charges and municipal taxes and all other outgoings in respect of the said building from the date of possession in respect of the said Apartment as determined by the Promoters or association of Allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

14. Failure of Allottee/s to take Possession of the said Apartment:

Upon receiving a written intimation from the Promoters as stated hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the stipulated time such Allottee/s shall continue to be liable to pay maintenance charges and other outgoings as applicable to the Promoter inclusive of interest thereon. In case any of the Allottee fails to hold the possession for continuation of 6 months from the date of receipt of intimation to him about Occupation Certificate by way of call, mail, letter, news media, whats-app or otherwise inclusive of internet media, the Promoter has right to exclude the said Allottee from the list of Society and will handover the possession to the society and the promoter has right to resale the said

apartment to the new allottee and preserve the sale consideration of the said premise for only 5 years therein after to be paid to the cancelled Allottee after making the deductions as mentioned herein above in the presence.

15. If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoters any structural defect in the said Apartment or the Wing of the said Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. It is hereby expressly clarified that the Promoters shall not be liable for any defects arising out of alteration or addition or changes made by the Allottee/s or any of the other flat allottee/s to the columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Apartment or any part thereof and/or the said new building or any part thereof, or damages cause due to fixtures of fittings etc., nor the promoters are in any manner liable for the aforesaid acts of the Allottee/s.

16. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence/commerce as the case may be and change of user will automatically cause and call for legal consequences.

17. The Allottee/s along with all the other allottees of apartments in the said Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of allottees. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

18. The Allottee/s shall before obtaining Possession Receipt shall clear all their dues towards the Promoter and if under any circumstance the Allottee/s failed to clear the entire dues or any part thereof towards the promoters, the promoter has every legal right to consider/declare the allottee/s as trespasser and promoter will have every right to seek recovery of possession, damages, compensation from the said Allottee/s inclusive of penal action if any.

19. The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all their right, title and the interest in the said Building or Wing in which the said Apartment is situated.

20. The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the said Society or Federation/Apex body all their right, title and the interest in the Project Land on which the said Building with multiple wings are constructed.

21. Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the said Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the Project Land and Buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building. Until the Society or Limited Company is formed and the said Building or the Wing is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottees/'s share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of **Rs. _____/- (Rupees _____ Only)** and such additional amount/charges in accordance with the rise in actual expenses per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/lease or transfer document (as may be practicable or permissible by law), of the Building or the Wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/lease or transfer document

(as may be practicable or permissible by law), being executed for the Building or Wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be subject to deductions to be made, if any.

22. The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoters, the following amounts :-

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. **(As Applicable)/-** for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. _____/-For Deposit towards Water, Electric, and other utility and services connection charges to the said Building and
- (vi) Rs. _____/- for deposits of electrical receiving and electric Sub Stations and cables provided in Layout.
- (vii) Rs. **(As Applicable)/-** For the advance on account payment towards taxes and other outgoings for a period of one year (as per Clause 26);
- (viii) Rs. _____/- for Charges / Taxes towards Betterment / Development of the said Apartment including Amenities, etc.;
- (ix) Rs. **(As Applicable)/-** for Consultant's Retainer's fees and Charges and Other Costs and Expenses payable for Finalization of the Property Tax etc. of the Project Land;
- (x) Rs. _____/- towards Goods and Service Tax @ 12% of the Agreement Value;
- (xi) Rs. _____/- towards GST

23. The Allottee/s shall pay to the Promoters a sum of **Rs. _____/-**
(Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Advocates & Solicitors of the Promoters in connection with formation of the said Society, or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the

conveyance/lease or any other documents of transfer (as may be practicable or permissible by law).

24. At the time of registration of conveyance/lease or transfer document (as may be practicable or permissible by law), of the Building or Wing of the Building, the Allottee/s shall pay to the Promoters, the Allottees/'s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance/lease or any document or instrument of transfer (as may be practicable or permissible by law), in respect of the structure of the said Building/Wing of the building. At the time of registration of conveyance/lease or transfer document (as may be practicable or permissible by law), of the Project Land, the Allottee/s shall pay to the Promoters, the Allottees/'s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance/lease or any document or instrument of transfer (as may be practicable or permissible by law), in respect of the Project Land to be executed in favour of the Society or Apex Body or Federation as the case may be.

25. These exclusive rights to park vehicles/car as afore-stated are inheritable and transferable and will stand attached to the said Apartment the same being an amenity attached to the said Apartment and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said Apartment. The Allottee/s is/are also aware that the Promoters have already allotted/are entitled to allot to some other allottee/s the exclusive right to park vehicles/cars in the open space passed for parking vehicles. The Allottee/s hereby unconditionally accept/s and confirm/s the same and agree/s not to oppose such exclusive rights to park, in spaces not earmarked for the Allottee/s, granted by the Promoters.

26. The Allottee/s has taken inspection of all relevant documents and has satisfied themselves fully in respect of the Developers' title to the develop the Project Land prior to the execution of this Agreement.

27. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee/s as follows:

(i) The Promoters have clear and marketable title with respect to the Project Land as Developers as declared in the Title Certificate annexed to this agreement and the Promoters have the requisite rights to carry out

development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

(ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the Project Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the Project which has any kind of stay on construction or continuation of the project, save and except as disclosed to the Allottee/s;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Building/Wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/Wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/Wing and common areas;

(vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) It is clarify that Promoter has agreed to sell the said Flat to & Promoter is executing the Agreement in favour of the Allottee. Allottee shall have no claim of any nature whatsoever against promoter save and except acquiring legal right, title and interest in respect of the said flat including possession pursuant to the execution of the present agreement.

28. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoters:-

- (i)** To maintain the said Apartment at the Allottees/'s own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required;
- (ii)** Not to install any equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said Building and/or in the compound of the said Building;
- (iii)** Not to alter and/or enclose and/or cover and/or change on any grounds whatsoever, the refuge area adjoining to lobby/staircase/apartment;
- (iv)** Not remove or affix grills/fixtures on the exterior of the said Building or cause any obstruction of any nature;
- (v)** Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (vi)** That the common areas/facilities in general in the Complex, shall be maintained by promoter for an approximate period of 1 (One) years from the date of handing over of possession of the first flat in the complex, irrespective of its number or date of booking and for this maintenance for the aforesaid period of 1 (One) years, & Allottee shall have to pay the maintenance amount which is inclusive of salaries of security guards, sweepers, lineman, gardener(s), lift men, other related staff and common electricity/water, bills, streetlight bills, common pump room bills, and day to day external cleanliness and upkeeps of the common areas, lifts etc. to the Promoter till the date of handing over the possession of the entire building premise to the society. After the transfer of legal possession in favour of the society, the maintenance shall be done by the society of flat owners and Allottee shall have to pay such further charges for common area maintenance as decided by the society.

(vii) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(viii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.

(ix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Wing of the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(x) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the Wing of the said Building in which the said Apartment is situated.

(xi) Not to make any additions or alterations in or outside the said unit, with or without our permission, not at any time demolish or damage, cause to be demolished or damaged, the Residential Unit or any part/walls thereof, nor at any time make or cause to be made any additions or alterations changes, structural, architectural or elevation changes, of whatsoever nature to the said Residential Unit or any part thereof or any part of the complex. So also not be permitted for closing the corridor, verandah or lounges or balconies nor shall be permitted to carry out any alterations in the elevation and outer space, including the colour scheme.

The verandah, pathways, lounge, corridors shall not be used for storing goods or in any other manner and these will always be kept open for common use. In case Allottee desire a change/modify/Use or do any extra work, which can conveniently be accommodated without affecting the overall plan, in the specification/design/layout of the property, the same can be done on a reasonable request on the part of Allottee to the society.

(xii) Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building/Wing of the Building in which the said Apartment is situated.

(xiii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

(xiv) The Allottee/s shall not let, sub-let, transfer, sell, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment or Car Parking Space/s until all the dues payable by the Allottee/s as mentioned in this Agreement to the Promoters are fully paid up and only if the Allottee/s has/have not committed any breach of the terms of this Agreement and until the Allottee/s has intimated in writing to the Promoters.

(xv) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xvi) Till a Conveyance/lease or transfer document (as may be practicable or permissible by law), of the Building/Wing of the Building in which the said Apartment is situated is executed in favour of Society/Limited Society, the

Allottee/s shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.

(xvii) Allottee hereby confirms that he shall not have any better claim against the Promoter other than the amount which he has paid towards consideration of the aforesaid apartment.

29. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment and Car Parking Space/s hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

31. LIFTS/ ELEVATORS & STAIRS:

It is clearly understood and agreed that separate lifts and stair cases have been provided in the building, which shall remain in common use of all the occupants/purchasers of residential/commercial units in the "_____". The maintenance of the lifts shall be done from the common area maintenance charges collected, by the society concern and the Allottee shall bare the cost of the same.

32. SEPTIC TANK:

The septic tank/s will be provided for the joint use and maintenance of the all the flats/apartments of all the wings to be constructed in the project. The maintenance charges of the said septic tank shall be borne by the users/owners/occupants of all the flats of all wings in equal or such other ratio

and proportions out of the common area & common facility charges, as stated above or as decided by the Co-Op Societies.

33. OPEN SPACES:

All the roof tops, common roads, gardens, open/common parking areas buildings, sheds, verandah, passages, lounge, pathways, corridors and all other facilities etc. and the furniture and equipment provided therein in the complete complex are and will always remain sole and exclusive property of the society and no individual rights of ownership, management, developments etc. will be passed on to society. The use of such buildings, articles etc., will be allowed to allottee in accordance with the terms and conditions and subject to the special charges as prescribed by society. Allottee individually or jointly shall raise no claim/objection over there. No purchaser/occupier of any of the residential flat shall have any right on the roof of the top floor.

34. RAIN WATER HARVESTING:

Proper arrangements for rain water harvesting are being made for the project and Allottee hereby agree that the maintenance and management of the rain water harvesting system out of the common area maintenance funds.

35. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoters execute this Agreement they shall not herein future mortgage or create a charge on the said Apartment and if any such mortgage or charge will get made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such said Apartment.

36. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the

Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

37. Without prejudice to the Promoters' right to terminate this Agreement as stated hereinabove, for any amounts remaining unpaid by the Allottee/s under this Agreement, the Promoters shall have first lien and charge on the said Apartment agreed to be allotted to the Allottee/s and in future as every right over and above the aforesaid apartment.

38. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure's, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

39. RIGHT TO AMEND

This Agreement may only be amended through written consent of all the Parties hereto. The Promoter has right to amend plans, elevation, amalgamations etc. without hampering the Allottee/s interest.

40. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ SUBSEQUENT ALLOTTEES:-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

41. SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

42. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the Project.

43. FURTHER ASSURANCES:-

All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

44. PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

45. The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/lease/transfer document as stated hereinabove, at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

46. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s : _____

Allottees/'s Address : _____

Email Address : _____

Promoter name : **BEAUTY GANRAJ CONSTRUCTION LLP**

Promoter's Address : 202, Odyssey IT Park, Near Old Passport
Office, Wagle Estate, Thane (West), - 400604

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

47. JOINT ALLOTTEES:-

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

48. STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

49. DISPUTE RESOLUTION :-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

50. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Apartment purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the

contents has entered into this Agreement and also hereby bind by the covenants thereof.

51. GOVERNING LAW:-

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Plot/land premise)

ALL THAT piece or parcel of land 1504 sq. yard, equivalent to 1257.5 Sq. Meters, Equivalent 13536 Sq. Feet's for fully paid valuable consideration from the original landlord Shri Ratansi Karsandas and 15 others vide Mutation Entry No. 152 of 1969 and become owner of the Land premise bearing Survey No. 138 (2), which has corresponding CTS No. 148 of village- Bhandup, Taluka- Kurla, Brihanmumbai and bounded as follows that is to say:

On or towards East : _____,
On or towards West : _____
On or towards North : _____and
On or towards South : By _____.

THE FOURTH SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF COMMON AREAS & COMMON FACILITIES

1. Common areas shall include:-
 - a) Areas covered under the external and internal walls and pardis (built up areas).
 - b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to purchaser of the said flat).
2. Common facilities in the building shall include:-
 - a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
 - b) Drainage and sewerage including septic tank and soak etc.
 - c) Electrical common load wiring, starters/switches and all common wirings.
 - d) Common lights in staircases, landings, gates, terrace and compounds.
 - e) Unallotted open bathroom spaces.
 - f) Compound gate/s.
 - g) Common compound walls.
 - h) Lift.

(Specifications and Amenities)

TILING

- Vitrified Flooring in Living Room
- Anti skid tiles in bathrooms
- Decorative chequered tiling in compound

KITCHEN

- Granite Platform with Stainless steel sink
- Vitrified Flooring in Kitchen
- Decorative dado tiling

TOILET

- Designer bathroom with Branded sanitary ware
- Concealed plumbing with premium quality CP Fittings

DOORS & WINDOWS

- Stylish doors in every room with elegant handles & locks
- Sliding windows

WALLS & PAINTS

- Gypsum/POP finished Internal Walls
- Acrylic/Plastic paint of premium quality for interior walls
- External Acrylic Paint

ELECTRIFICATION

- Provision for Telephone, TV & Internet Connection in all rooms
- Branded concealed wiring
- Branded premium electrical fittings
- Power back up for lift
- Hi speed Elevators

SECURITY

- Earthquake Resistant RCC Structure
- Modern Fire Fighting System
- CCTV Cameras at entry gates and inside the compound
- Decorative compound wall with decorated gate

SIGNED AND DELIVERED)
by the withinnamed **“PROMOTERS”**)
BEAUTY GANRAJ CONSTRUCTION LLP)
through its partners)

SIGNED AND DELIVERED)
by the withinnamed)
“ALLOTTEE/S”)
_____)

WITNESSES:

- 1.
- 2.

RECEIPT

ACKNOWLEDGED to have received heretofore of and from the withinnamed Allottee/s _____ a sum of **Rs.**_____ **/-(Rupees _____ Only)** Being the as advance payment or deposit paid by the Allottee/s to the Promoter

No	Cheque No.	Cheque Date	Bank Name and Branch	Amount in Rs.
1.				
2.				
			TOTAL	/-

I/WE SAY RECEIVED
FOR. BEAUTY GANRAJ CONSTRUCTION LLP

Partner/Authorized Signatory

WITNESSESS:

1.
2.

AGREEMENT FOR SALE

B E T W E E N:

M/S BEAUTY GANRAJ CONSTRUCTION LLP

... PROMOTER

A N D:

... ALLOTTEE/S

Contact No. :

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DATED THIS DAY OF , 2019

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Flat/Shop No. _____

Bhandup (w), Mumbai – 400 078

S.M. GAONKAR & ASSOCIATES

(Advocates)

OFFICE at, A/1, Madhukamal, Rambhuvan
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